INTERAGENCY AGREEMENT
for the
PROVISION OF TEMPORARY SUPPORT DURING WILDLAND FIREFIGHTING OPERATIONS
among the

UNITED STATES DEPARTMENT OF THE INTERIOR,
the
UNITED STATES DEPARTMENT OF AGRICULTURE,
and the
UNITED STATES DEPARTMENT OF DEFENSE

DOI (BLM-FAD) Agreement No. L10PG00548
USDA (USFS-NIFC) Agreement No. 10-IA-11130206-008

I. INTRODUCTION.

Wildland fire management, suppression, and safety are of national importance and are an ongoing concern of the American public. Considerable cooperation and coordination already exists among the Department of the Interior (DOI), the Department of Agriculture (USDA), and the Department of Defense (DoD) for discharging these responsibilities.

The National Interagency Fire Center (NIFC) is jointly managed by the Departments of Agriculture and the Interior. It is staffed by personnel from several Federal agencies whose facilities are combined to carry out their respective Department's wildland fire management responsibilities. NIFC is responsible to provide national coordination and logistic support for the activities related to the control of forest and range fires within the United States, which includes all 50 States and the District of Columbia, and fires on State and private lands, as well as all U.S. Territories and Possessions.

The Assistant Secretary of Defense for Homeland Defense and Americas' Security Affairs (ASD(HD-ASA)), as assigned in DoD Directive 5111.13, "Assistant Secretary of Defense for Homeland Defense and America's Security Affairs (ASD(HD&ASA)), "January 16, 2009, serves as the principal civilian advisor to the Secretary of Defense and the Under Secretary of Defense for Policy on Defense Support of Civil Authorities (DSCA). The Secretary of Defense has delegated to the ASD (HD&ASA) the authority to approve certain requests for assistance from civilian authorities such as those relating to DoD Components (including the Military Departments and DoD agencies), providing wildland fire emergency assistance to Federal agencies through the NIFC. The Bureau of Land Management (BLM) acts as the administrator of this Agreement and acts on behalf of the other DOI, Wildland Fire Management Agencies, Bureau of Indian Affairs (BIA), National Park Service (NPS) and Fish and Wildlife Service (FWS) for transactions under this agreement.

II. PURPOSE.

The purpose of this Interagency Agreement is to establish the general guidelines, terms and conditions under which NIFC will request and DoD will provide temporary support to NIFC in wildland fire emergencies occurring within any State, U.S. Territory or Possession, or the District of Columbia, including fires on State and private lands. It is also intended to provide the basis for reimbursement of DoD expenditures under the Economy Act (31 U.S.C. §§ 1535-36) for goods and services provided through the NIFC to the various firefighting agencies for response to wildland fire emergencies.

III. AUTHORITY.

A. The Economy Act of June 30, 1932, as amended (31 U.S.C. § 1535, 1536)

B. Department of the Interior and Related Agencies Appropriations Act for FY 2010 (P.L. 111-88), and Appropriations Act(s) for subsequent fiscal years

C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.)

D. National Park Service Organic Act of August 1916 (16 U.S.C. § 1)

E. National Wildlife Refuge System Administration Act of June 27, 1998, as amended (16 U.S.C. § 668dd)

F. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101 et seq.)

G. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat. 365 as amended; 16 U.S.C. § 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105)

H. National Forest Management Act of 1976 (16 U.S.C. 1600)

I. DoD Directive 3025.1, Military Support to Civil Authorities (MSCA), January 15, 1993

J. DoD Directive 3025.15, Military Assistance to Civil Authorities (MACA), February 18, 1997

K. DOD Directive 5111.13, "Assistant Secretary of Defense for Homeland Defense and Americas' Security Affairs (ASD(HD&HD&ASA)), "January 16, 2009

L. DoD Instruction 6055.6, DoD Fire and Emergency Services Program, December 21, 2006

M. DoD Financial Management Regulation (FMR), DoD 7000.14–R, Volume 11A, Reimbursable Operations, Policy and Procedures, August 2009.

N. DoD Financial Management Regulation (FMR), DoD 7000.14-R, Volume 11B Reimbursable Operations, Policy, and Procedures – Defense Working Capital Fund, May 2009

IV. RESPONSIBILITIES.

A. The NIFC agrees to:

1. Submit initial requests for DoD support through the DoD Executive Secretariat. All subsequent requests will be submitted through the Defense Coordinating Officer (DCO), once assigned to the NIFC.

2. Provide an appropriate funding agreement or ordering document referencing this Agreement. The document will describe the DoD capabilities requested, when and where the resources are needed, an estimate of the length of time the resources are required, agency fund code(s) , billing instructions, and acquisition authority. The NIFC will ensure that funds are available to reimburse DoD for goods and services provided, and that the request is in the best interest of the government.

3. Ensure that requests for utilization of DoD aviation or other assets will be reviewed and compliant with the Economy Act of June 30, 1932, as amended (31 U.S.C. §§ 1535, 1536), the

Federal Acquisition Regulations (FAR), and any other applicable laws and regulations, as appropriate.

4. Provide appropriate personnel, training, equipment, supplies and other resources as required to prepare DoD personnel for the following wildland fire suppression duties:

    a. Modular Airborne Fire Fighting System (MAFFS) annual certification.
    b. Ground fire fighting and overhead support personnel training prior to assignment to a fire.
    c. Rotary-wing aircrews and support personnel training for external load water bucket operations prior to utilization on a fire.
    d. Communications training in the use of the NIFC radios, if installed and certified for the designated DoD aircraft.
    e. Aircrew training with civilian fire managers on-board aircraft during flight operations.

5. Reimburse DoD for the actual costs of the goods and services (e.g. personnel, equipment, aircraft, supplies and fire protection services) provided in wildland fire management operations.

    a. Actual costs include all direct costs attributable to providing such goods or services. Actual costs also include indirect costs (overhead) if the personnel, equipment, aircraft, supplies and fire protection services are provided for the benefit of the DOI or USDA.

    b. Reimbursement will be in accordance with DoD Financial Management Regulation (FMR) DoD 7000.14-R, as amended. A summarization of the rules for determining the reimbursable amounts to be collected by DoD Components are found in the FMR in Volume 11A, Chapter 1, addendum 1, addendum 2 and any subsequent related addenda.

    c. Transfer of funds will be made directly to the appropriate DoD Component via the Intra-governmental Paying and Collection (IPAC) System.

6. Provide a summary by agreement number of the cumulative DoD approved billings, DoD reimbursements, and an estimate of the outstanding billings based on DoD obligation estimates by DoD Components for the prior calendar year by February 15 of each calendar year.

B. DoD agrees to:

1. Provide assistance in the form of personnel (military or National Wildfire Coordinating Group (NWCG)-certified DoD civilian fire fighters), equipment, aircraft, supplies, and/or fire protection services on a reimbursable basis when a request for assistance complies with the requirements of this Agreement and DoD is able to provide the requested resources.

2. Provide Modular Airborne Firefighting System (MAFFS)-capable aircraft, MAFFS-trained aircrews and appropriate support personnel to conduct aerial dispersal of fire retardant for fire suppression on a reimbursable basis when requests for this type of assistance comply with the requirements of this Agreement and DoD is able to provide the requested support. The USDA, Forest Service (USDA, FS) owns and will provide MAFFS units for deployment on DoD MAFFS-capable aircraft.

3. Provide rotary –wing aircraft, NIFC-Trained aircrews, and support personnel capable of

conducting external load, water bucket operations on a reimbursable basis when requests for this type of assistance comply with the requirements of this Agreement and DoD is able to provide the requested support.

4. Ensure servicing DoD Components provide the NIFC with an obligation estimate for DoD resources at the time of request, including updates as needed. DoD will coordinate closely with the NIFC and the Defense Finance and Accounting Service (DFAS) (as prescribed by DoD FMR, Volume 11A, Chapter 3) to ensure appropriate billing procedures are followed. DoD will also provide a single point of contact within each DoD Component.
5. Provide the NIFC invoices from each DoD Component for goods and services using a Standard Form (SF) 1080 billing document.
   a. Submit invoices to: USDA Forest Service, Financial Manager, 3833 South Development Avenue, Boise, Idaho, 83705.
   b. Invoicing for actual expenditures reimbursements (performance of work or services, payments to contractors, or delivery from inventory) will begin within sixty- (60) calendar days after the month in which performance occurred. Final billing invoices will be submitted within ninety- (90) calendar days of the termination of the supported event.
   c. Supporting documentation is required for each billing invoice (SF-1080) and should include: Agreement number, DoD point of contact (POC), POC commercial phone number, financial data, copies of actual invoices to back up expenditures, , and whether the invoice is a partial or final billing.
   d. DoD Components will cite the obligation document number upon the NIFC approval of the SF-1080 billing document and submit it to the appropriate Defense Finance and Accounting Services (DFAS) paying station.
   e. Acceptable methods of transmitting the SF-1080 billing document and back-up documentation to the NIFC include a printed copy via standard U. S. mail or overnight service, fax, or e-mail.
6. Retain the right to disapprove or modify any request that interferes with the Department's operational readiness, or that DoD is otherwise unable to approve.

C. The DOI, USDA, and DoD mutually agree to:

1. The USDA, FS – NIFC will be the agency responsible for the payment and reconciliation of DoD expenditures under this Agreement. The DOI will make transfers of funds to the USDA, FS by arrangements separate from this Agreement, as warranted and appropriate.
2. Conduct an annual coordination meeting or conference call not later than May 1, as well as a post-season meeting or conference call not later than December 20, to share plans and to review lessons learned, current procedures, and Department policies, and to make any revisions, as necessary.
3. Conduct a post-fire season reimbursement workshop not later than December 20 with appropriate DoD Components and the NIFC, as needed. The individuals involved will select the date,

location and agenda for the workshop. The purpose of this workshop will be to ensure all DoD support to the NIFC has been fully reimbursed for the previous fire season, to complete outstanding reimbursement transactions, to update points of contact, and to train new personnel on the reimbursement process (if necessary). Reimbursement procedures will also be reviewed for the upcoming fire season.

V. TERMS OF AGREEMENT.

A. This Interagency Agreement will become effective and will remain in effect for a period of five (5) years commencing on the date of the final signature on this Agreement, unless otherwise agreed, modified or terminated by mutual agreement. This Agreement will be reviewed by all participants to determine suitability for renewal, revision, or termination. Extensions will be in writing and signed by all signatories, or authorized representatives, to this Agreement.

B. Any party may terminate its participation in this Agreement by providing thirty- (30) calendar days written notice prior of such termination to the other parties. The parties understand that reimbursement for any expenses properly incurred before the cancellation date will be made in accordance with the terms of this Agreement. The remaining parties may continue participation under the provisions of this Agreement as long as DoD remains a party.

C. This Agreement does not supersede or modify existing mutual aid agreements, assistance agreements, Memoranda of Understanding, or other contract procedures between individual DoD installations and local communities.

D. This Agreement, upon becoming effective, supersedes the Interagency Agreement between the Departments of Agriculture (No. 05-IA-11130206-053), Interior (No. 1422RAI050018), and Defense for the *Provision of Temporary Support During Wildland Fire Fighting Operations* effective July 27, 2005 and as modified on April 3, 2006.

VI. GENERAL PROVISIONS.

A. All obligations of the parties to this Agreement shall be subject to the availability of funds for such purposes. All parties agree to undertake obligations in good faith reliance on the other parties' good faith representations that funds are, in fact, available to satisfy obligations.

B. Any signatory agency may initiate a modification to this Agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities as appropriate and any other pertinent details of the modification. The DOI, Bureau of Land Management (BLM) is designated as the agency responsible for all administrative oversight and preparation of modifications to this Agreement. The modification(s) shall not take effect until documented and signed by authorized signatories for the agencies.

VII. RESOLUTION OF DISAGREEMENTS.

In the event of a disagreement in the interpretation of the provisions of this Agreement, or amendments and/or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties will forward the written presentation of the disagreement to their respective more senior officials within their respective organizations for appropriate

resolution, and/or dispute resolution resources available to the Departments such as the U.S. Department of Justice Legal Offices.

Nothing herein is intended to conflict with current DoD, USDA and DOI directives. If the terms of this Agreement are inconsistent with existing directives of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent will be invalid but the remaining terms and conditions not affected by the inconsistency will remain in effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

VIII. PRINCIPAL CONTACTS.

A. For the National Interagency Fire Center:

TECHNICAL CONTACT

NICC Manager
National Interagency Fire Center
3833 South Development Avenue
Boise ID 83705-5354
208/387-5400 - office
208/387-5414 - fax

AGREEMENTS CONTACT

Grants and Agreements Specialist
National Interagency Fire Center
Bureau of Land Management
3833 South Development Avenue
Boise ID 83705-5354
208/387-5544 - office
208/387-5574 - fax

ADMINISTRATIVE CONTACT

Administrative Manager
National Interagency Fire Center
U.S. Forest Service
3833 South Development Avenue
Boise ID 83705-5354
208/387-5608 - office
208/387-5394 - fax

B. For the Department of Defense:

ADMINISTRATIVE CONTACT

Director, Defense Support of Civil Authorities
Office of the Assistant Secretary of Defense
(Homeland Defense & Americas' Security Affairs)
2600 Defense Pentagon, Room 5D337
Washington, DC 20301-2600
703-697-5822 – Office
703-697-5991 – Fax

IX. SIGNATORIES.

By signature below, the Departments certify that the representatives listed in this document are authorized to act for matters related to this agreement.

MAR 30 2010

Paul N. Stockton
Assistant Secretary of Defense for Homeland Defense
& Americas' Security Affairs
U.S. Department of Defense

Date

5/13/10

Harris Sherman
Under Secretary for Natural Resources and Environment
U.S. Department of Agriculture

Date

6/2/10

Rhea Suh
Assistant Secretary, Policy, Management and Budget
U.S. Department of the Interior

Date